

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CAREN BRITT,

Plaintiff

v.

S. RAY DERUSSE, and THE
PRUDENTIAL INSURANCE COMPANY
OF AMERICA,

Defendants

CIVIL ACTION NO. 05-30197

**UNOPPOSED MOTION OF THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA FOR LEAVE TO PAY INSURANCE PROCEEDS INTO COURT**

Pursuant to Local Rule 7.1, now comes the defendant, The Prudential Insurance Company of America (“Prudential”), and hereby moves this Court to enter an order allowing Prudential to pay insurance proceeds relating to a veteran’s life insurance policy into Court.

As grounds for this Motion, Prudential states that allowing it to pay the disputed proceeds of the veteran’s life insurance policy into Court will serve to narrow the matters in dispute between the parties and will also serve to help secure a just, speedy, and inexpensive determination of this insurance action. In further support of this motion, the Defendant, Prudential, refers to and incorporates the Memorandum of the Prudential Insurance Company of America in Support of its Motion For Leave to Pay Insurance Proceeds Into Court. Counsel for Prudential has conferred with counsel for all parties and neither the Plaintiff nor the co-defendant, oppose this Motion.

WHEREFORE, the plaintiff asks that the Court grant this motion and issue an order, in the form attached hereto as Exhibit A, allowing it to pay the disputed insurance proceeds into Court.

Respectfully submitted,

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

By Its Attorneys,

/s/ Carey L. Bertrand
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Carey L. Bertrand, BBO# 650496
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Dated: September 16, 2005

CERTIFICATE OF SERVICE

I, Carey L. Bertrand, do hereby certify that I have served a true copy of the foregoing document on counsel of record by first class mail, postage prepaid on this 16th day of September 2005.

/s/ Carey L. Bertrand
Carey Bertrand